

Defendant asserts that the Court should reconsider its Order denying as moot Defendant's Motion to Strike (ECF No. 8). Specifically, "Defendant requests a new order from the Court clarifying that it granted Defendant's Motion to Compel Arbitration as to Plaintiffs individual claims only and, in also granting the motion to dismiss Plaintiffs case, thereby enforced the Class Action Waiver and eliminated his class claims entirely." (Mot. Reconsider 2:17-20).

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1 presented earlier, *Resolution Trust Corp. v. Holmes*, 846 F. Supp. 1310, 1316 (S.D. Tex. 1994)
2 (footnotes omitted). Thus, Rule 59(e) and 60(b) and are not “intended to give an unhappy
3 litigant one additional chance to sway the judge.” *Durkin v. Taylor*, 444 F. Supp. 879, 889
4 (E.D. Va. 1977).

5 Here, the Arbitration Agreement requires that “arbitration shall be conducted on an
6 individual basis.” (Arb. Agmt., ECF No. 27-1). Such a class-action waiver is enforceable. *See*
7 *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333 (2011). Accordingly, the Court clarifies that,
8 in granting Defendant’s Motion to Compel Arbitration, the Court compelled arbitration solely
9 as to Plaintiff’s individual claims. Moreover, in granting Defendant’s Motion to Dismiss, the
10 Court eliminated Plaintiff’s class claims in their entirety.

11 **IT IS HEREBY ORDERED** that Defendant’s Motion to Reconsider (ECF No. 27) is
12 **GRANTED.**

13 **DATED** this ²⁸ day of October, 2015.

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Gloria M. Navarro, Chief Judge
United States District Judge